# KITSAP PUBLIC HEALTH DISTRICT 2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31014 AMENDMENT NUMBER: 5

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and KITSAP PUBLIC HEALTH DISTRICT, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

	is ivic i c	TABLE 1 MOREED. That the contract is hereby amende	d do follows.					
1.	the DOI	H Finance SharePoint site in the Upload Center at the fo	nts of work, which are incorporated by this reference and located or ollowing URL: /sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c					
	$\boxtimes$	Adds Statements of Work for the following programs	:					
		HIV Client Services-HOPWA - Effective July 1, 2022 Infectious Disease Care & Prevention - Effective July 1, 2022 OI-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2022 Youth Cannabis & Commercial Tobacco Prevention Program - Effective July 1, 2022						
		Amends Statements of Work for the following progra	ms:					
Age-Friendly Public Health Systems (AFPHS) Learning & Action Network - Effective February 1, 2022 COVID-19 Mass VaccinationFEMA - Effective January 1, 2022 Infectious Disease Care & Prevention (IDCP) - Effective January 1, 2022 Office of Immunization- COVID-19 Vaccine - Effective January 1, 2022								
	Deletes Statements of Work for the following programs:							
2.	Exhibit	B-5 Allocations, attached and incorporated by this refer	rence, amends and replaces Exhibit B-4 Allocations as follows:					
	$\boxtimes$	Increase of \$1,280,585 for a revised maximum consideration	leration of \$10,743,993.					
		Decrease of for a revised maximum considerat	ion of					
		No change in the maximum consideration of Exhibit B Allocations are attached only for information	onal purposes.					
Unl	less desig	nated otherwise herein, the effective date of this amend	lment is the date of execution.					
AL	L OTHE	R TERMS AND CONDITIONS of the original contrac	t and any subsequent amendments remain in full force and effect.					
IN	WITNES	S WHEREOF, the undersigned has affixed his/her sign	nature in execution thereof.					
K	ITSAP PI	UBLIC HEALTH DISTRICT	STATE OF WASHINGTON DEPARTMENT OF HEALTH					
Si	gnature:		Signature:					
Ked	th Grellner		Erenda Henrikson (Sep 13, 2022 68:27 PDT)					
D	ate:		Date:					
S	ep 12, 20	22	Sep 12, 2022					

APPROVED AS TO FORM ONLY Assistant Attorney General

2 of 47 Contract Number:

Date:

CLH31014 June 1, 2022

Indirect Rate January 1, 2022-December 31, 2022: 37.96% Admin & Facilities; 37.96% Community Hlth Pgms (inc. Admin) & 39.47% Environmental Hlth Pgms (inc. Admin)

Indirect Rate January 1, 2022-December 31, 2022: 37.96% Admin & Facilities; 37.96% Community Hith Pgms (inc. Admin) & 39.47% Environmental Hith Pgms (DOH Use Onl							Admin)				
				BARS	Statemen	t of Work	Chart of	Accounts		Funding	Chart of
	Federal Award		Assist	Revenue	LHJ Fund	ling Period	Funding	g Period		Period	Accounts
Chart of Accounts Program Title	Identification #	Amend #	List #*	Code**	Start Date	End Date	Start Date	<b>End Date</b>	Amount	SubTotal	Total
EEV22 IAD CNAD Ed Door Mont Doolog 5	207114114502002	A 1 4	10.5(1	222 10 56	01/01/22	00/20/22	10/01/21	00/20/22	¢12.722	¢117.220	¢117.220
FFY22 IAR SNAP Ed Prog Mgnt-Region 5	207WAWA5Q3903	Amd 4		333.10.56					\$12,723	\$117,220	\$117,220
FFY22 IAR SNAP Ed Prog Mgnt-Region 5	207WAWA5Q3903	Amd 1	10.561	333.10.56	01/01/22	09/30/22	10/01/21	09/30/22	\$104,497		
Hous. Opp. for Ppl w/AIDS CARES COVID-19	WA-H2001W074	Amd 4	14.241	333.14.24	01/01/22	06/30/23	01/01/22	06/30/23	\$11,418	\$11,418	\$11,418
FFY21 Housing People with AIDS Formula	WAH21-F999	Amd 5	14.241	333.14.24	07/01/22	06/30/23	07/01/20	06/30/23	\$131,218	\$131,218	\$211,168
FFY21 Housing People with AIDS Formula	WAH21-F999	Amd 4	14.241	333.14.24	01/01/22	06/30/22	07/01/20	06/30/23	\$28,622	\$49,215	
FFY21 Housing People with AIDS Formula	WAH21-F999	Amd 2	14.241	333.14.24	01/01/22	06/30/22	07/01/20	06/30/23	\$20,593		
FFY20 Housing People with AIDS Formula	WAH20-F999	Amd 4	14.241	333.14.24	01/01/22	06/30/22	07/01/20	06/30/23	\$4,045	\$30,735	
FFY20 Housing People with AIDS Formula	WAH20-F999	Amd 1	14.241	333.14.24	01/01/22	06/30/22	07/01/20	06/30/23	\$26,690		
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$25,000	\$25,000	\$25,000
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$195,714	\$195,714	\$195,714
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 3	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$19,907	\$19,907	\$19,907
COVID19 Vaccines R4	NH23IP922619	Amd 5	93 268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$5,000	\$1,032,214	\$1,032,214
COVID19 Vaccines R4	NH23IP922619	Amd 3		333.93.26					\$1,027,214	\$1,032,214	\$1,032,214
00 (121) (1001110) 101	14112311 / 2201/	1	, J. 200	222.72.20	01,01,22	00/20/21	0,,01,20	00,00,2.	\$1,027,21.		
FFY22 PPHF Ops	NH23IP922619	Amd 3	93.268	333.93.26	01/01/22	06/30/22	07/01/21	06/30/22	\$1,959	\$1,959	\$1,959
EENALVEC O	NCAN (D. 1.1		02.260	222.02.26	07/01/22	06/20/22	07/01/22	06/20/22	016124	016 124	620.004
FFY23 VFC Ops	NGA Not Received	Amd 5		333.93.26					\$16,134	\$16,134	\$29,004
FFY22 VFC Ops	NH23IP922619	Amd 3	93.268	333.93.26	01/01/22	06/30/22	07/01/21	06/30/22	\$12,870	\$12,870	
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$314,824	\$314,824	\$314,824
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$1,145,035	\$1,145,035	\$1,145,035
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2	93 323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	\$2,919,838	\$2,919,838	\$2,919,838
TT 120 EEC EEE EIG THOCKHON	11030011000313	7 ma 2	75.525	333.73.32	01/01/22	12,31,22	01/15/21	07/31/21	\$2,717,030	<i>\$2,717,030</i>	\$2,717,030
FFY22 Tobacco-Vape Prev Comp 1	NGA Not Received	Amd 5	93.387	333.93.38	04/29/22	12/31/22	04/29/22	04/28/23	\$24,482	\$24,482	\$48,964
FFY21 Tobacco-Vape Prev Comp 1	NU58DP006808	Amd 2	93.387	333.93.38	01/01/22	04/28/22	04/29/21	04/28/22	\$24,482	\$24,482	
EEV21 Days Actify & Nytrition Drog	NIL159DD006504	A md 1	93.439	222 02 42	01/01/22	00/20/22	00/20/21	09/29/22	\$52,000	\$52,000	\$52,000
FFY21 Phys Actvty & Nutrition Prog	NU58DP006504	Amd 1	93.439	333.93.43	01/01/22	09/29/22	09/30/21	09/29/22	\$52,000	\$52,000	\$52,000
FFY22 MCHBG LHJ Contracts	B0445251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$14,691	\$134,581	\$134,581
FFY22 MCHBG LHJ Contracts	B0445251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$119,890		

Contract Number:

Date:

CLH31014 June 1, 2022

Indirect Rate January 1, 2022-December 31, 2022: 37.96% Admin & Facilities; 37.96% Community Hlth Pgms (inc. Admin) & 39.47% Environmental Hlth Pgms (inc. Admin)

							DOH U	Jse Only			
				BARS	Statemen	t of Work	Chart of	Accounts		Funding	Chart of
	Federal Award		Assist	Revenue	LHJ Fund	ling Period	Fundin	g Period		Period	Accounts
Chart of Accounts Program Title	Identification #	Amend #	List #*	Code**	Start Date	End Date	Start Date	End Date	Amount	SubTotal	Total
GFS-Group B (FO-SW)		Amd 1	N/A	334.04.90	01/01/22	06/30/22	07/01/21	06/30/22	\$25,877	\$25,877	\$25,877
State Drug User Health Program		Amd 5	N/A	334.04.91	07/01/22	06/30/23	07/01/21	06/30/23	\$40,000	\$40,000	\$60,000
State Drug User Health Program		Amd 1	N/A	334.04.91	01/01/22	06/30/22	07/01/21	06/30/23	\$20,000	\$20,000	
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$20,000	\$20,000	\$20,000
Small Onsite Management (ALEA)		Amd 1	N/A		07/01/22		07/01/21	06/30/23	\$15,000	\$15,000	\$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
CENTRO D. H L.C L			<b>3</b> 7/4	2240402	05/01/00	10/01/00	05/01/02	0 < 12 0 12 2	02.45.500	02.4E 500	02.45.500
SFY23 Dedicated Cannabis Account		Amd 5	N/A	334.04.93	07/01/22	12/31/22	07/01/22	06/30/23	\$247,509	\$247,509	\$247,509
SFY22 Marijuana Education		Amd 2	N/A	224 04 02	01/01/22	06/20/22	07/01/21	06/30/23	\$132,277	\$132,277	\$139,848
•		Amd 2			01/01/22				· ·	\$7,571	\$139,040
SFY22 Marijuana Education		Ama 2	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$7,571	\$7,371	
SFY23 Tobacco Prevention Proviso		Amd 5	N/A	334 04 93	07/01/22	12/31/22	07/01/22	06/30/23	\$190,000	\$190,000	\$190,000
ST 125 Tobacco Trevention Troviso		Amu 5	14/11	554.04.75	07/01/22	12/51/22	07/01/22	00/50/25	\$170,000	\$170,000	\$170,000
SFY23 Youth Tobacco Vapor Products		Amd 5	N/A	334.04.93	07/01/22	12/31/22	07/01/21	06/30/23	\$38,402	\$38,402	\$65,704
SFY22 Youth Tobacco Vapor Products		Amd 2	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$27,302	\$27,302	
1									. ,		
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	\$30,000
HIV Local Proviso-RW Grant Year 2023		Amd 5	N/A	334.04.98	04/01/23	06/30/23	04/01/23	06/30/23	\$30,814	\$30,814	\$204,764
HIV Local Proviso-RW Grant Year 2022		Amd 5	N/A	334.04.98	07/01/22	03/31/23	04/01/22	03/31/23	\$92,442	\$92,442	
HIV Local Proviso-RW Grant Year 2022		Amd 2	N/A	334.04.98	04/01/22	06/30/22	04/01/22	03/31/23	\$19,880	\$40,754	
HIV Local Proviso-RW Grant Year 2022		Amd 1	N/A	334.04.98	04/01/22	06/30/22	04/01/22	03/31/23	\$20,874		
HIV Local Proviso-RW Grant Year 2021		Amd 2	N/A	334.04.98	01/01/22	03/31/22	04/01/21	03/31/22	\$19,880	\$40,754	
HIV Local Proviso-RW Grant Year 2021		Amd 1	N/A	334.04.98	01/01/22	03/31/22	04/01/21	03/31/22	\$20,874		
RW FFY23 Grant Year Local (Rebate)		Amd 5	N/A	334.04.98	04/01/23	06/30/23	04/01/23	06/30/23	\$116,146	\$116,146	\$745,445
RW FFY22 Grant Year Local (Rebate)		Amd 5	N/A	334.04.98	07/01/22	03/31/23	04/01/22	03/31/23	\$348,438	\$348,438	
RW FFY22 Grant Year Local (Rebate)		Amd 1	N/A	334.04.98	04/01/22	06/30/22	04/01/22	03/31/23	\$116,146	\$116,146	
RW FFY21 Grant Year Local (Rebate)		Amd 2	N/A	334.04.98	01/01/22	03/31/22	04/01/21	03/31/22	\$48,569	\$164,715	
RW FFY21 Grant Year Local (Rebate)		Amd 1	N/A	334.04.98	01/01/22	03/31/22	04/01/21	03/31/22	\$116,146		
YR3 TFAH-Trust for America's Health		Amd 2	N/A	334.04.98	10/01/22	03/01/23	10/01/22	09/30/23	\$5,400	\$5,400	\$10,000
YR2 TFAH-Trust for America's Health		Amd 2	N/A	334.04.98	02/01/22	09/30/22	10/01/21	09/30/22	\$4,600	\$4,600	

4 of 47 Contract Number:

Date:

CLH31014 June 1, 2022

Indirect Rate January 1, 2022-December 31, 2022: 37.96% Admin & Facilities; 37.96% Community Hlth Pgms (inc. Admin) & 39.47% Environmental Hlth Pgms (inc. Admin)

,	210,150,0114111111 001 4011111000,01	v	8	`				se Only	,		
				BARS	Statemen	t of Work	Chart of	Accounts		Funding	Chart of
	Federal Award		Assist		LHJ Fund	0		g Period		Period	Accounts
Chart of Accounts Program Title	Identification #	Amend #	List #*	Code**	Start Date	End Date	Start Date	End Date	Amount	SubTotal	Total
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,345,000	\$1,345,000	\$2,690,000
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$1,345,000	\$1,345,000	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$17,500	\$17,500	\$17,500
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$10,743,993	\$10,743,993	
Total consideration:	\$9,463,408									GRAND TOTAL	\$10,743,993
GRAND TOTAL	\$1,280,585 \$10,743,993									Total Fed Total State	\$6,258,846 \$4,485,147

<sup>\*</sup>Catalog of Federal Domestic Assistance

<sup>\*\*</sup>Federal revenue codes begin with "333". State revenue codes begin with "334".

DOH Program Name or Title: Age-Friendly Public Health Systems (AFPHS) Learning

& Action Network - Effective February 1, 2022

 ${\bf Local\ Health\ Jurisdiction\ Name:\ \underline{Kitsap\ Public\ Health\ District}}$ 

**Contract Number:** CLH31014

SOW Type: Revision	Revision # (for this SOW) 1	<b>Funding Source</b>	Federal Compliance	Type of Payment
Period of Performance: Fe	bruary 1, 2022 through March 1, 2023	Federal <select one=""></select>	(check if applicable)  FFATA (Transparency Act)	□ Reimbursement     □ Fixed Price
		⊠ Other	Research & Development	

**Statement of Work Purpose:** To support local health jurisdictions (LHJs) to explore and expand their roles to address the health needs of older adults in their community through participating in the AFPHS Learning and Action Network and completing the tasks listed in the Statement of Work.

**Revision Purpose:** The purpose of this revision is to decrease the number of meetings and include meeting dates and payment amounts for Task 1.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	ing Period End Date	Current Allocation	Allocation Change None	Total Allocation
YR2 TFAH-Trust for America's Health	98117002	N/A	334.04.98	02/01/22	09/30/22	4,600	0	4,600
YR3 TFAH-Trust for America's Health	98117003	N/A	334.04.98	10/01/22	03/01/23	5,400	0	5,400
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS	TOTALS							10,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Participate in Age-Friendly Public Health Systems (AFPHS)	Designated project lead or their back-up	Monthly calls first call is	Total for attending all
	Learning and Action Network monthly calls that will last 1—2	contact actively participate in monthly	on 2/1/22. These monthly	these meetings -\$1,200.
	hours	calls.	will go through 1/2023.	Billing directions:
			The following are the dates	For 2/1/22 & 3/2/22-\$100
			of the calls in 2022: 2/1,	per meeting.
			3/2, 4/12, 6/14, 8/23, 10/18	For 4/12, 6/14, 8/23,
			& 12/13	10/18 & 12/13/22-\$200
				per meeting.
2	Participate in at least 12 of the AFPHS Trust for America's	Attend and/or listen to at least 12 of the	Final report due by 3/1/23	\$1,200
	Health (TFAH) monthly webinar trainings-either live or	TFAH AFPHS monthly one-hour webinar		
	recorded versions.	trainings and include the names of the		
		training webinars either attended and/or		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		listened to in a written final report template to be provided by DOH.		
3	Develop county specific AFPHS Action Plan with Area Agency on Aging, utilizing the data from the Older Adult Health County Profiles. The plan should include at least one activity that falls within the AFPHS 6C's framework.	Prior to finalization of the plan, review Draft plan with DOH and TFAH, via a virtual meeting. The meeting should take place by 3/17/22.  Submit an electronic copy or a hyperlink to the finalized plan.	Finalize plan by 3/31/22	\$1,000
4	Implement at least one activity that falls within the AFPHS 6Cs Framework. Examples are included in the application for this funding and additional ideas can be discussed with TFAH and DOH.	Complete the AFPHS 6C's framework activity. This activity is documented in the county specific AFPHS Action Plan.	2/17/23	\$1,000
5	Provide content specific to healthy aging, brain health, and Alzheimer's disease/dementia on agency website, including links to national, state, and local resources.	Healthy aging, brain health, and Alzheimer's disease/dementia content is available on LHJ's website and includes links to national, state, and local resources.	Content available on website June 1, 2022 through August 31, 2022	\$500
6	Attend two 6-hour convenings	Attend convenings-when safe to travel meeting in Olympia. If not safe to travel convenings will be held virtually.	TBD - Travel costs will be covered via additional grant funding-not out of this contract funds.	Payment is for staff time to attend convenings: \$500 per convening, totaling \$1,000
7	Implement and complete items in AFPHS Action Plan	Report on completion of AFPHS Action Plan in final report.	2/17/23	\$2,500
8	Complete five-month update	Two five-month updates.	6/30/22 & 11/30/22	\$500 per report (2x\$500 totaling \$1000)
9	Final Report	Final report Template to be provided by DOH.	3/1/23	\$600

# **Program Specific Requirements**

# **Special Requirements:**

• Grant funds **may be** used for project staff salaries, supplies, project-related (local) travel, subcontracts, community convenings, and other direct expenses. Funding can be used towards the cost of implementing the AFPHS Action Plan. For example, if there are costs associated with renting space to meet or if food is needed for in-person group meetings.

Staffing Requirements: Designate project lead and a back-up contact

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

• Grant funds **may not** be used to substitute for or replace funds already allocated or spent for the same activity; or for equipment, construction or renovation of facilities, lobbying, travel unrelated to the project, or as a substitute for funds currently being used to support similar activities.

Definitions: TFAH stands for Trust for America's Health. AFPHS stands for Age-Friendly Public Health Systems.

#### Other:

• Travel to Olympia or another location for AFPHS Learning and Action Network convening(s) is required and will be reimbursed separately, based on <u>WA State Per Diem Rates</u> and will include mileage and per diem for meals and hotel. This will be reimbursed separately for one participant from the LHJ and AAA per county team. Inperson convenings will take place once it is safe to do so; until then convenings will take place virtually, due to COVID-19. There will be up to two in-person convenings depending on travel restrictions due to COVID-19.

DOH Program Name or Title: COVID-19 Mass Vaccination-FEMA -

Effective January 1, 2022

Local Health Jurisdiction Name: Kitsap Public Health District

**Contract Number:** CLH31014

SOW Type: Revision Revision # (for	Funding Source	_	Type of Payment
Period of Performance: <u>January 1, 2022</u> thro	Federal Contractor State Other	(check if applicable)  ☐ FFATA (Transparency Act) ☐ Research & Development	<ul><li>☑ Reimbursement</li><li>☐ Fixed Price</li></ul>

**Statement of Work Purpose:** The purpose of this statement of work is to establish the task activities, funding period, and billing details for cost reimbursement of FEMA-funded mass vaccination clinics in Washington state.

**Revision Purpose:** The purpose of this revision is to extend the period of performance and funding end date from 7/1/2022 to 9/30/2022.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	C	Current Allocation	Allocation Change None	Total Allocation
*MASS VACCINATION FEMA 100%	934V0200	97.036	333.97.03	01/01/22	09/30/22	0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	0	0

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	*NOTE: Task activities for Mass Vaccination Clinics in this			*Reimbursement of
	statement of work are NOT CONSIDERED			eligible costs.
	SUBRECIPIENT but are as a CONTRACTOR of DOH.			
				MASS VACCINATION
	DOH reimbursement provided for local mass vaccination			FEMA 100% Funding
	clinic (see definition below) planning, implementation and			(MI 934V0200)
	operations in coordination between Unified Command and			
	the Regional Incident Management Team (IMT) to			(See Program Specific
	administer the vaccine efficiently, quickly, equitably, and			Requirements below)
	safely in all regions of Washington State. State Supported,			
	Regionally Coordinated, Locally Implemented. The Local			
	Health Jurisdiction submitted a Mass Vaccination plan to			
	the Department of Health for approval.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non- clinical facility (fairgrounds, arenas, etc.).  Guidance on vaccination protocols must be followed as provided by DOH and CDC. The Department of Health modeled the State of Washington State Patrol Fire Mobilization framework to quickly implement and carry out the Mass Vaccination effort as outlined by FEMA. This process specifically implements contracting with local jurisdictions once capacity is exceeded to effectively carry out the emergency mission as efficiently, equitably, and quickly as possible on a Statewide basis.			
1A	The Department of Health contracted with regional incident management teams and/or regional incident management organizations and works in close coordination and cooperation with Local health jurisdiction (LHJ) to support the COVID-19 Mass Vaccination efforts. The LHJ meets with the contract manager at the department a minimum of once a month and has ongoing conversations around planning and scheduling of mass vaccination efforts as needed. DOH will coordinate with the LHJ and regional IMT/IMO around planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH.	Submit to DOH a mass vaccination plan including:  • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	
	Request for regional IMT should be submitted through the normal process through WebEOC.  DOH will coordinate with the LHJ and regional IMT/IMO regarding carrying out the filed mass vaccination plan within the county.  Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district.			

Task	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information
#	·			and/or Amount
	Provide any information as requested by the regional IMT.			
1B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance.	Submit estimated budget for the mass vaccination plan.  Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution.  Monthly	
	Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds \$5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.			
1C	Vaccination data – will be maintained according to current state and federal requirements.	Submission of vaccine use into WA IIS database within 24hrs of use.	Daily	
	Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.	Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.		
1D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).	Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	

# Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

## **Program Specific Requirements**

#### Program Manual, Handbook, Policy References

Emergency Response Plan (or equivalent) Medical Countermeasure/Mass Vaccination Plan

#### **Billing Requirements:**

Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.

Contract Master Index (MI) Code: 934V0200 General Mass Vaccination BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

#### **Special Instructions:**

The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 1, 2022 through July 1, 2022 September 30, 2022 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site;

DOH Program Name or Title: HIV Client Services-HOPWA -

Effective July 1, 2022

Local Health Jurisdiction Name: Kitsap Public Health District

**Contract Number:** CLH31014

SOW Type: Original	Revision # (for this SOW)	Funding Source	Federal Compliance	Type of Payment
Period of Performance: Ju	ly 1, 2022 through June 30, 2023	<ul><li></li></ul>	(check if applicable)  ☐ FFATA (Transparency Act) ☐ Research & Development	<ul><li>☑ Reimbursement</li><li>☐ Fixed Price</li></ul>

**Statement of Work Purpose:** The purpose of this statement of work is to provide funding to help the housing needs of persons with human immunodeficiency virus/aquired immune deficiency syndrome (HIV/AIDS) or related diseases and their families.

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	C	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 HOUSING-PEOPLE W/AIDS FORMULA	12660221	14.241	333.14.24	07/01/22	06/30/23	0	131,218	131,218
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS					0	131,218	131,218	

Task	Activity	Deliverables/Outcomes	Due Date/	<b>Payment Information</b>
#	12011111	2 OIL ( CLUMPIUM O UN OIL	Time Frame	and/or Amount
1	Provide funding to help the housing needs	-Perform prompt housing inspections.	Required	Administrative:
	of persons with HIV/AIDS or related	-Make prompt rent and deposit payments to landlords and make utility	reports are to be	\$8,584
	diseases and their families.	payments to utility companies.	submitted in a	
		-Develop housing plans for clients receiving housing assistance [Short-Term	timely manner.	Support Services:
	The outcome of this performance-based	Rent, Mortgage and Utility (STRMU), Tenant-Based Rental Assistance		\$5,000
	grant is safe, affordable and stable housing	(TBRA), and Facility Based Housing] and update housing plans at least	DOH may delay	
	for the clients of the Housing	annually.	payment until	<b>STRMU:</b> \$26,250
	Opportunities for Persons with AIDS	-Provide or refer eligible clients to supportive services and permanent housing	the reports are	
	(HOPWA) Program.	placement when appropriate.	received or	Permanent Housing
		-Prepare and submit monthly invoice vouchers by the 25th of the month	recapture	Placement: \$0
	Services are restricted to households with	following provision of services, except in July, when it is due on the 10 <sup>th</sup> of the	unclaimed	
	at least one person who has HIV/AIDS	month.	funds.	Tenant Based Rental
	and whose total household income is less	-Submission of Consolidated Annual Performance Report (CAPER) by August		Assistance: \$91,384
	than 80% of the Area Median Income	10.		

Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
	(AMI) as defined by Housing and Urban Development (HUD).	-Submission of Monitor responses by the due date requested.		Housing Information Services: \$0
				TOTAL: \$131,218

## Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

#### **Program Specific Requirements**

The outcome of this performance-based grant is safe, affordable and stable housing for the clients of the HOPWA Program. LHJ shall provide the following inputs:

• Staff who provide services described in this Statement of Work (SOW)

#### **Compensation and Payment:**

- i) The LHJ shall submit all claims for payment for costs due and payable under this SOW and incurred during this period by **July 31, 2023**. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
- ii) The LHJ agrees to reimburse DOH for expenditures billed to DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- iii) **Submission of Invoice Vouchers** On a monthly basis, the CONTRACTOR shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work. **All A19-1A invoice vouchers must be submitted by the 25<sup>th</sup> of the following month.** 
  - (1) The LHJ shall use and adhere to the DOH Infectious Disease Reimbursement Guidelines and Forms when submitting A19 invoice voucher requests to DOH.
- iv) Advance Payments Prohibited Funds are "cost reimbursement" funds. DOH will not make payment in advance or in anticipation of services or supplies provided under this agreement. This includes payments of "one-twelfth" of the current fiscal year's funding.

E-mail invoices to: ID.Operations@doh.wa.gov

Payment to LHJ: The LHJ will be reimbursed the amount for payments listed on the monthly invoice voucher upon receipt and approval of the required reports submitted by the due dates listed.

#### **Contract Modifications:**

- (1) Notice of Change in Services LHJ shall notify DOH program staff, within 45 days, if any situations arise that may impede provision of the services contained in this Statement of Work. DOH and LHJ will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of noncompliance.
- (2) Contract Amendments Effective Date LHJ shall not begin providing the services authorized by a contract amendment until such time as LHJ has received a signed, fully executed copy of the contract amendment from DOH.

## **Confidentiality Requirements:**

LHJ must preserve the confidentiality of the clients they serve pursuant to the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW). Failure to maintain client confidentially could result in civil or legal litigation against employees or agencies per the WAC and RCW.

# Category One: Contractors that keep confidential and identifiable records including medical diagnosis and lab slips.

If your agency fits this definition, you must comply with federal and state requirements regarding the confidentiality of client records\*. Proof of LHJ meeting these requirements may be requested during a site visit or audit. To meet the requirements LHJ must have the following in place:

- Clearly written agency policies regarding confidentiality and security of records;
- Appropriate physical and electronic security measures to prevent unauthorized disclosures;
- Signed statements of confidentiality and security for the staff member hired under this agreement who has access to sensitive information, either through access to files or through direct contact with clients. This statement will be on file at LHJ's office and updated yearly; and
- Appropriate confidentiality training provided to the staff member hired under this agreement with records of attendance.

Technical assistance is available through the Washington State Department of Health.

Page 3 of 3

<sup>\*</sup> Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STD diagnosis and treatment. Please note that contractors fit under the definition of "health care providers" and "individuals with knowledge of a person with a reportable disease or condition" in the WAC and RCW.

DOH Program Name or Title: Infectious Disease Care & Prevention (IDCP) -

Effective January 1, 2022

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: CLH31014

**SOW Type**: Revision Revision # (for this SOW) 2

Period of Performance: January 1, 2022 through June 30, 2022

<b>Funding Source</b>	Federal Compliance	Type of Payment
Federal <select one=""></select>	(check if applicable)	Reimbursement
<ul><li>✓ State</li><li>✓ Other</li></ul>	FFATA (Transparency Act) Research & Development	Fixed Price

**Statement of Work Purpose:** The purpose of this statement of work is for the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum as well as to provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD).

**Revision Purpose:** To move funds between HIV Community Services - Care tasks.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund	C	Current Allocation	Allocation Change None	Total Allocation
FFY21 RW GRANT YEAR LOCAL (REBATE)	1261851C	N/A	334.04.98	01/01/22	03/31/22	164,715	0	164,715
FFY22 RW GRANT YEAR LOCAL (REBATE)	1261852C	N/A	334.04.98	04/01/22	06/30/22	116,146	0	116,146
STATE DRUG USER HEALTH PROGRAM	12405100	N/A	334.04.91	01/01/22	06/30/22	20,000	0	20,000
HIV LOCAL PROVISO - RW GRANT YEAR 2021	12618511	N/A	334.04.98	01/01/22	03/31/22	40,754	0	40,754
HIV LOCAL PROVISO - RW GRANT YEAR 2022	12618521	N/A	334.04.98	04/01/22	06/30/22	40,754	0	40,754
						0	0	0
TOTALS					382,369	0	382,369	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Drug User Health		
Syringe Service Program (SSP)	Syringe Service Program (SSP):  To provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD). This plan of action is directed to distribute syringes to communities that use drugs to prevent transmission of infectious disease. SSP programs will operate during scheduled hours to provide new harm reduction supplies and syringes to prevent transmission of disease. SSP will offer	Identify and submit annual projections for each of the SSP deliverables.  Enter deliverable data into database for tracking SSP activities by the 15th of each month following service.	Monthly by the 15th of the following month.	\$20,000 – MI 12405100 – State Drug User Health \$20,000 for 1/1/22-6/30/22

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	referrals to address social determinants of health.			
		HIV Community Services - Care		
Outreach Services – Peer Navigation	Outreach Services provide the following activities: 1) linkage or re-engagement of PLWH who know their status into HRSA RWHAP services and/or medical care, 2) referral to appropriate supportive services.	Agency must enter data into the approved DOH data system for each consumer receiving Outreach Services within 48 business hours from the time of Client Intake.	Agency must adhere to DOH ID Reporting Requirements	\$21,174- MI 12618511 - Local Proviso \$21,174 for 1/1/22-3/31/22
	Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as some information is needed to facilitate any necessary follow-up and care.			\$21,174 - MI 12618521 - Local Proviso \$21,174 for 4/1/22-6/30/22
Case Management	Provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Includes all types of case management encounters with or on behalf of client (face-to-face, phone contact, any other forms of communication). Activities may include: 1) initial assessment of need; 2) development of individualized care plan; 3) coordinated access to health and support services; 4) client monitoring to assess the care plan; 5) re-evaluation of the care plan; 6) ongoing assessment of client's needs:	Agency must create a file in the DOH approved data system for each PLWH receiving Case Management services within 48 business hours from the time of Client Intake.  Agency must update Demographics, Annual Review, Services, Case Notes, Encounter Tab and all requisite Custom Tabs in the DOH approved data	Agency must adhere to DOH ID Reporting Requirements	\$172,703 - MI 1261851C - Local Rebates \$172,703 for 1/1/22-3/31/22 \$125,391 - MI 1261852C - Local Rebates \$125,391 for 4/1/22-6/30/22
	6) ongoing assessment of client's needs; 7) treatment adherence counseling; 8) client specific advocacy or review of utilization of services; 9) benefits counseling.	system, as appropriate, within five (5) business days from Client Interaction or on behalf of Client  Agency must Track and report within the DOH-approved data system any and all Performance Measures related to this Service Category as directed by DOH Quality Team.  Deliverables for this reporting period have been identified and		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		can be referenced in LHJ's Quarterly Report Grid.		
Medical Transportation	Provision of non-emergency transportation services that enable an eligible client to access or be retained in medical and support services. May be provided by: 1) providers of transportation services; 2) mileage reimbursement (non-cash) that does not exceed the established rates for federal programs; 3) organization and use of volunteer drivers through programs with insurance and other liability issues specifically addressed; 4) voucher or token systems.	Agency must track and report within the DOH-approved data system any and all activity related to this Service Category.  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	\$1,377- MI 1261851C - Local Rebates  \$1,377 for 1/1/22-3/31/22  \$1,125 - MI 1261852C - Local Rebates  \$1,125 for 4/1/22-6/30/22
Food Bank	Provision of actual food items, hot meals, or a voucher program to purchase food. This also includes providing essential non-food items (limited to personal hygiene products, household cleaning supplies, and water filtration in communities where issues of water safety exist).	Agency must track and report within the DOH-approved data system any and all activity related to this Service Category  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	\$4,012- MI 1261851C - Local Rebates \$4,012 for 1/1/22-3/31/22 \$800 \$3,743 - MI 1261852C - Local Rebates \$800 \$3,743 for 4/1/22-6/30/22
Housing	Provision of limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain health services. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with these services. Housing services are accompanied by a strategy to identify, relocate, or ensure the client is moved to, or capable of maintaining a long-term, stable living situation. Housing must be linked to client gaining or maintaining compliance with HIV-related health services and treatment.	Agency must track and report within the DOH approved data system any and all activity related to this Service Category  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	\$2,873 – MI 1261851C – Local Rebates  \$2,873 for 1/1/22-3/31/22  \$5,080 \$2,137 – MI 1261852C – Local Rebates  \$5,080 \$2,137 for 4/1/22-6/30/22
Emergency Financial Assistance	Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA RWHAP client with an urgent need for essential items or services necessary	Agency must enter data into the approved DOH data system for each consumer receiving Emergency Financial Assistance	Agency must adhere to DOH ID Reporting Requirements	\$0 – MI 1261851C – Local Rebates \$0 for 1/1/22-3/31/22

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.  Please note: Any service(s) costing greater	within 48 business hours from the time of Client Intake.  Please note: This task requires client level data to be entered into Provide		\$0 - MI 1261852C - Local Rebates \$0 for 4/1/22-6/30/22
HIV Clinical Quality Management (CQM)/Improvement	than \$1000.00 must be pre-approved by DOH.  CQM activities should be continuous and fit within and support the framework of improving client care, health outcomes, and client satisfaction.  Assesses the extent to which HIV health services provided to patients under the grant are consistent with the most recent Public Health Service  guidelines (otherwise known as the HHS guidelines) for the treatment of  HIV disease and related opportunistic infections; and Develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to and quality of HIV services.  Performance measurement prioritization and alignment with other RWHAP Parts in the service area.  Data extraction for clinical quality management purposes (collect, aggregate, analyze, and report on measurement data)	Agency must track and report within the DOH-approved data system any and all Performance Measures related to this service category as directed by DOH Quality Management Team.  Deliverables for this reporting period have been identified and can be referenced in the Quality Management Plan.	Agency must adhere to DOH ID Reporting Requirements	\$3,330 - MI 1261851C - Local Rebates  \$3,330 for 1/1/22-3/31/22  \$3,330 - MI 1261852C - Local Rebates  \$3,330 for 4/1/22-6/30/22

#### **Program Specific Requirements/Narrative**

#### 1. Definitions

CONTRACTOR – LHJ receiving funds directly from Washington State Department of Health (DOH) to provide services for people at high risk (PAHR) and /or persons living with HIV (PLWH).

- 2. Client Eligibility and Certification Reference the HCS Manual for more information.
- **3.** Title XIX HIV Medical Case Management Reference the HCS Manual for more information.
- **4. Quality Management/Improvement Activities** Reference the HCS Manual for more information.
- **5. HIV Statewide Data System** Reference the HCS Manual for more information.

#### 6. HIV and STD Testing Services

- a. HIV testing services must follow DOH and CDC guidance for HIV testing.
- b. Persons with a reactive test result must be provided with partner services (PS) that follow current CDC and WA DOH guidelines for HIV/STD/HCV partner services-CONTRACTOR must refer newly identified HIV infected persons to the local health jurisdiction for PS within three (3) business days of a positive result.
- c. Any funds generated from charging clients for HIV testing must be used to support or enhance HIV prevention activities.
- d. HIV test kits and controls should be procured through DOH.
- e. HIV counseling/testing must be performed by personnel who have completed DOH-approved training. Staff providing testing services must also attend and complete any additional training as determined necessary by DOH.
- f. CONTRACTOR will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed, refusal by the client for confidential testing must be documented and permission by the client for conversion to confidential testing in the event of a reactive result must be obtained prior to the test being provided. Testing for infections other than HIV is not to be performed anonymously.
- g. In the event of a standalone HIV test, if STD testing is available at the agency, the reason for no accompanying STD test must be documented. If the agency does not offer STD or HCV testing, a referral for STD and HCV testing must be documented.
- h. CONTRACTOR must report all reactive results to DOH using the Preliminary Positive Reporting Form (provided by DOH). The information on this form allows DOH to determine whether the preliminary result is confirmed by subsequent testing and if the person diagnosed with HIV is linked to medical care and complete data entry in Evaluation Web. Preliminary Positive Reports must be submitted to DOH directly, not local public health departments by confidential transmittal as indicated on the form.
- i. CONTRACTOR will ensure that sufficient staff is available to perform HIV testing using capillary and venous draws.
- 7. PAHR Services Reference page 26 in the HCS Manual. Deliverables grid will have identified contract.
  - a. PAHR Services programs must follow FY21 PAHR Services Implementation Guidelines.
  - b. All PAHR Services data should be tracked through Provide unless written exception is approved.
  - c. Minimum PAHR Services data elements should be collected by all agencies funded to provide PAHR Services. These data elements may be referenced in FY21 PAHR Services Implementation Guidelines.
- **8. Reporting Requirements** Reference the HCS Manual for more information.

- 9. Participation in Capacity Building and Technical Assistance Activities designed to increase efficacy of HIV Community Services
  - Capacity building is the process by which individuals and organizations obtain, improve, and retain the skills, knowledge, tools, equipment, and other resources needed to do their jobs competently. It allows individuals and organizations to perform at a greater capacity.
- **10.** Training Requirements Reference the HCS Manual for more information.
- 11. Participation in Washington State's HIV Planning Process Reference the HCS Manual for more information.
- **12.** Contract Management Reference the HCS Manual for more information.
  - a. Fiscal Guidance
    - i) **Funding**—The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by July 25, 2022. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
    - ii) The CONTRACTOR agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.
    - iii) Submission of Invoice Vouchers On a monthly basis, the CONTRACTOR shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work. All A19-1A invoice vouchers must be submitted by the 25<sup>th</sup> of the following month.
    - iv) Advance Payments Prohibited Reference the HCS Manual for more information.
    - v) **Payer of Last Resort** Reference the HCS Manual for more information.
    - vi) Cost of Services Reference the HCS Manual for more information.
    - vii) **Emergency Financial Assistance**—The CONTRACTOR shall not use contract funds to provide a parallel medication service to EIP. CONTRACTOR's providing case management services shall make every effort to enroll clients in EIP.
    - viii) **Payment of Cash or Checks to Clients Not Allowed** Where direct provision of service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service (e.g., transportation), shall be used to meet the need for such services. CONTRACTOR shall administer voucher programs to assure that recipients cannot readily convert vouchers into cash.
    - ix) Funds for Needle Exchange Programs Not Allowed CONTRACTOR shall not expend contract funds to support needle exchange programs using funds from HIV Community Services Tasks.
    - x) Supervision Under DOH Community Programs contracts, will be understood as the delivery of a set of interrelated functions encompassing administrative, educational and supportive roles that work collectively to ensure clinical staff (i.e. case managers, navigators, coordinators, assistants, coaches) are equipped with the skills necessary to deliver competent and ethical services to clients that adhere to best practices within applicable fields as well as all relevant Statewide Standards. Supervisors must meet the criteria set forth within the WA State HIV Case Management Standards and provide the level of interaction and review detailed in that document.

It is the understanding of DOH that Supervision funded under the direct program portion of this contract include at minimum the provision of at least two of the three functions detailed here: administrative, educational or supportive supervision. Supervision that encompasses only administrative functions will not be considered billable under Direct Program. To that end, it is the expectation of DOH that those personnel identified as Supervisors have no more than one degree of separation from direct client care. Exceptions to this rule can be presented and considered to and by DOH Contract Management. It will fall to the requesting organization to satisfactorily demonstrate that any Supervisory positions falling within the scope of Direct Program are meeting the expectation of provision of educational or supportive supervision with the aim of directly impacting client experiences, quality of services, and adherence to best practices and Statewide Standards.

xi) Small and Attractive items – Each agency shall perform a risk assessment (both financial and operational) on the agency's assets to identify those assets that are particularly at risk or vulnerable to loss. Operational risks include risks associated with data security on mobile or portable computing devices that store or have access to state data. Assets so identified that fall below the state's capitalization policy are considered small and attractive assets. Agency shall develop written internal policies for managing small and attractive assets. Internal policies should take into consideration the Office of the Chief Information Officer (OCIO) IT Security Standard 141 Section 5.8 Mobile Computing and Section 8.3 Media Handling and Disposal at <a href="https://ocio.wa.gov/policies">https://ocio.wa.gov/policies</a>.

The agency shall implement specific measures to control small and attractive assets in order to minimize identified risks. Periodically, the agency should perform a follow up risk assessment to determine if the additional controls implemented are effective in managing the identified risks.

Agency must include, at a minimum, the following assets with unit costs of \$300 or more:

- 1) Laptops and Notebook Computers
- 2) Tablets and Smart Phones

Agencies must also include the following assets with unit costs of \$1,000 or more:

- 1) Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- 2) Cameras and Photographic Projection Equipment
- 3) Desktop Computers (PCs)
- 4) Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type)
- xii) **Food and Refreshments** Food and refreshments are not allowable direct costs, unless provided in conjunction with allowable meetings, whose primary purpose is the dissemination of technical information. Pre-approval is required when food and refreshments are purchased for these meetings. A sign in sheet with the clients ID number from the DOH approved data system as well as an agenda is required in order to receive reimbursement for these charges.

Food for staff meetings/trainings is not allowable.

**PLEASE NOTE:** If meals/refreshments are purchased for lunch and learns or other allowable meetings, food can only be purchased for the clients only at per diem. Any expenses over per diem will be denied

#### b. Contract Modifications

- i) **Notice of Change in Services** The CONTRACTOR shall notify DOH program staff, within 45 days, if any situations arise that may impede implementation of the services contained in the statement of work. DOH and the CONTRACTOR will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of substantial noncompliance.
- ii) **Contract Amendments** Effective Date The CONTRACTOR shall not begin providing the services authorized by a contract amendment until the CONTRACTOR has received a signed, fully executed copy of the contract amendment from DOH.

#### c. Subcontracting

This statement of work does not allow a CONTRACTOR to subcontract for services.

#### d. Written Agreements

The CONTRACTOR should execute written agreements with the providers listed below to document how the providers' services and activities will be coordinated with funded Medical HIV Case Management services and activities:

- (1) Partner Counseling and Re-Linkage Services (PCRS)
- (2) HIV Testing Services
- (3) Medical Providers providing services to agency's medical case management clients
- (4) Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR.

Technical assistance is available through DOH.

#### 13. Material Review and Website Disclaimer Notice

In accordance with all federal guidance, contractors receiving funds through this RFA will:

a. Submit all proposed written materials including, but not limited to, pictorials, audiovisuals, questionnaires, survey instruments, agendas for conferences, plans for educational sessions, and client satisfaction surveys purchased, produced, or used by staff funded with DOH funds to the State HIV/AIDS Materials Review Committee. CONTRACTOR shall submit all materials to be reviewed to:

Michael Barnes, Washington State Department of Health

PO Box 47841, Olympia, WA 98504-7841 Phone: (360) 236-3579/Fax: (360) 664-2216

Email: Michael.Barnes@doh.wa.gov

b. Assure prominent display of disclaimer notice on all websites containing HIV/AIDS education information (including sub- contractors). Such notice must consist of language similar to the following: "This site contains HIV prevention messages that may not be appropriate for all audiences. Since HIV infection is spread primarily through sexual practices or by sharing needles, prevention messages and programs may address these topics. If you are not seeking such information or may be offended by such materials, please exit this website."

#### 14. Youth and Peer Outreach Workers

For purposes of this agreement, the term "youth" applies to persons under the age of 18. All programs, including subcontractors, using youth (either paid or volunteer) in program activities will use caution and judgment in the venues / situations where youth workers are placed. Agencies will give careful consideration to the age appropriateness of the activity or venue; will ensure that youth comply with all relevant laws and regulations regarding entrance into adult establishments and environments; and will implement appropriate safety protocols that include clear explanation of the appropriate laws and curfews and clearly delineate safe and appropriate participation of youth in program outreach activities.

**15.** Confidentiality Requirements – Reference the HCS Manual for more information.

#### 16. Whistleblower

- a. Whistleblower statute, 41 U.S.C. & 4712, applies to all employees working for CONTRACTOR, subcontractors, and subgrantees on federal grants and contracts. The statute (41 U.S.C. & 4712) states that an "employee of a CONTRACTOR, subcontractor, grantee, or subgrantee, may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by an agreement, policy, form, or condition of employment.
- b. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:
  - i. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
  - ii. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and;
  - iii. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

#### 17. Allowable Costs

All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this statement of work.

# For information in determining allowable costs, please reference OMB Circulars:

2 CFR200 (State, Local and Indian Tribal governments) at: <a href="https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards">https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards</a>

\*\*Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STD diagnosis and treatment. Please note that CONTRACTORs fit under the definition of "health care providers" and "individuals with knowledge of a person with a reportable disease or condition" in the WAC and RCW.

DOH statutory authority to have access to the confidential information or limited Dataset(s) identified in this agreement to the Information Recipient: RCW 43.70.050 Information Recipient's statutory authority to receive the confidential information or limited Dataset(s) identified in this Agreement: RCW 70.02.220 (7)

DOH Program Name or Title: Infectious Disease Care & Prevention -

Effective July 1, 2022

Local Health Jurisdiction Name: Kitsap Public Health District

**Contract Number:** CLH31014

**SOW Type**: Original Revision # (for this SOW)

Period of Performance: <u>July 1, 2022</u> through <u>June 30, 2023</u>

Funding Source	Federal Compliance	Type of Payment
☐ Federal <select one=""> ☐ State ☐ Other</select>	(check if applicable)  ☐ FFATA (Transparency Act) ☐ Research & Development	<ul><li>☑ Reimbursement</li><li>☐ Fixed Price</li></ul>

**Statement of Work Purpose:** The purpose of this statement of work is to provide client-centered activities that improving health outcomes in support of the HIV care continuum and provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD).

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code			Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 RW GRANT YEAR LOCAL (REBATE)	1261852C	N/A	334.04.98	07/01/22	03/31/23	0	348,438	348,438
FFY23 RW GRANT YEAR LOCAL (REBATE)	1261853C	N/A	334.04.98	04/01/23	06/30/23	0	116,146	116,146
STATE DRUG USER HEALTH PROGRAM	12405100	N/A	334.04.91	07/01/22	06/30/23	0	40,000	40,000
HIV LOCAL PROVISO - RW GRANT YEAR 2022	12618521	N/A	334.04.98	07/01/22	03/31/23	0	92,442	92,442
HIV LOCAL PROVISO - RW GRANT YEAR 2023	12618531	N/A	334.04.98	04/01/23	06/30/23	0	30,814	30,814
						0	0	0
TOTALS						0	627,840	627,840

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Drug User Health		
Syringe Service	To provide comprehensive Syringe Service	All data is entered into DOH	Data is entered into database	Total reimbursement not to
Program (SSP)	Program (SSP) to people who use drugs	provided database for tracking	by the 15th of the following	exceed:
	(PWUD). This plan of action is directed to	SSP activities monthly.	month.	
	distribute syringes to communities that use			\$40,000 – MI 12405100 –
	drugs to prevent transmission of infectious			State Drug User Health
	disease. SSP programs will operate during			
	scheduled hours to provide new harm			\$40,000 for 7/1/22-6/30/23
	reduction supplies and syringes to prevent			
	transmission of disease. SSP will offer			

Γ		T	T	25 01 47
Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	referrals to address social determinants of health.			
	The contractor will enter all deliverable data into DOH provided database for tracking SSP activities.			
	F	IIV Community Services - Care		
Outreach Services – Peer Navigation	Outreach Services provide the following activities: 1) linkage or re-engagement of PLWH who know their status into HRSA RWHAP services and/or medical care, 2) referral to appropriate supportive services.  Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as some information is needed to facilitate any necessary follow-up and care.	Agency must enter data into the approved DOH data system for each consumer receiving Outreach Services within 48 business hours from the time of Client Intake.	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$84,696. See split out below by code. \$63,522 MI 12618521 – Local Proviso \$63,522 for 7/1/22-3/31/23 \$21,174 – MI 12618531 – Local Proviso
2.16				\$21,174 for 4/1/23-6/30/23
Case Management	Provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Includes all types of case management encounters with or on behalf of client (face-to-face, phone contact, any other forms of communication). Activities may include: 1) initial assessment of need; 2) development of individualized care plan; 3) coordinated access to health and support services; 4) client monitoring to assess the care plan; 5) re-evaluation of the care plan; 6) ongoing assessment of client's needs; 7) treatment adherence counseling; 8) client specific advocacy or review of utilization of services; 9) benefits counseling.	Agency must create a file in the DOH approved data system for each PLWH receiving Case Management services within 48 business hours from the time of Client Intake.  Agency must update Demographics, Annual Review, Services, Case Notes, Encounter Tab and all requisite Custom Tabs in the DOH approved data system, as appropriate, within five (5) business days from Client Interaction or on behalf of Client  Agency must Track and report within the DOH-approved data system any and all Performance Measures related to this Service Category as directed by DOH Quality Team.	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$461,804. See split out below by code.  \$346,353 - MI 1261852C - Local Rebates  \$346,353 for 7/1/22-3/31/23  \$115,451- MI 1261853C - Local Rebates  \$115,451 for 4/1/23-6/30/23

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.		
Medical Transportation	Provision of non-emergency transportation services that enable an eligible client to access or be retained in medical and support services. May be provided by:  1) providers of transportation services;  2) mileage reimbursement (non-cash) that does not exceed the established rates for federal programs; 3) organization and use of volunteer drivers through programs with insurance and other liability issues specifically addressed; 4) voucher or token systems.	Agency must track and report within the DOH-approved data system any and all activity related to this Service Category.  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$4,500. See split out below by code.  \$3,375 - MI 1261852C - Local Rebates  \$3,375 for 7/1/22-3/31/23  \$1,125 - MI 1261853C - Local Rebates  \$1,125 for 4/1/23-6/30/23
Food Bank	Provision of actual food items, hot meals, or a voucher program to purchase food. This also includes providing essential non-food items (limited to personal hygiene products, household cleaning supplies, and water filtration in communities where issues of water safety exist).	Agency must track and report within the DOH-approved data system any and all activity related to this Service Category  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$14,972. See split out below by code.  \$14,972 - MI 1261852C - Local Rebates  \$14,972 for 7/1/22-3/31/23  \$3,743 - MI 1261853C - Local Rebates  \$3,743 for 4/1/23-6/30/23
Housing	Provision of limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain health services. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with these services. Housing services are accompanied by a strategy to identify, relocate, or ensure the client is moved to, or capable of maintaining a long-term, stable living situation. Housing must be linked to client	Agency must track and report within the DOH approved data system any and all activity related to this Service Category  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$8,548. See split out below by code.  \$6,411 - MI 1261852C - Local Rebates  \$6,411 for 7/1/22-3/31/23  \$2,137 - MI 1261853C - Local Rebates  \$2,137 for 4/1/23-6/30/23

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	gaining or maintaining compliance with HIV-related health services and treatment.			
HIV Clinical Quality Management (CQM)/Improvement	CQM activities should be continuous and fit within and support the framework of improving client care, health outcomes, and client satisfaction.  Assesses the extent to which HIV health services provided to patients under the grant are consistent with the most recent Public Health Service guidelines (otherwise known as the HHS guidelines) for the treatment of HIV disease and related opportunistic infections; and Develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to and quality of HIV services.  Performance measurement prioritization and alignment with other RWHAP Parts in the service area.  Data extraction for clinical quality	Agency must track and report within the DOH-approved data system any and all Performance Measures related to this service category as directed by DOH Quality Management Team.  Deliverables for this reporting period have been identified and can be referenced in the Quality Management Plan.	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$13,320. See split out below by code.  \$13,320 - MI 1261852C - Local Rebates  \$13,320 for 7/1/22-3/31/23  \$3,330 - MI 1261853C - Local Rebates  \$3,330 for 4/1/23-6/30/23
Emergency Financial Assistance	management purposes (collect, aggregate, analyze, and report on measurement data)  Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.  Please note: Any service(s) costing greater than \$1000.00 must be pre-approved by DOH.	Agency must enter data into the approved DOH data system for each consumer receiving Emergency Financial Assistance within 48 business hours from the time of Client Intake.  Please note: This task requires client level data to be entered into Provide	Agency must adhere to DOH ID Reporting Requirements	Total reimbursement not to exceed \$0. See split out below by code.  \$0 - MI 1261851C - Local Rebates  \$0 for 1/1/22-3/31/22  \$0 - MI 1261852C - Local Rebates  \$0 for 4/1/22-6/30/22

#### PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

#### 1. Definitions

- a. CONTRACTOR Entity receiving funds directly from Washington State Department of Health (DOH) for client services to prevent or treat conditions named in the statement of work
- 2. Client Eligibility and re-certification Reference the Ryan White Part B, HIV Community Services (HCS) Manual for more information
- 3. Title XIX HIV Medical Case Management Reference the HCS Manual and Infectious Disease Fiscal Manual for more information. Any funds generated from Title XIX must be used to support or enhance Medical Case Management activities.
- 4. Fiscal Management Reference the Infectious Disease Fiscal Manual for more information.
- **5. Participation in Quality Management/Improvement activities** Reference the <u>HCS Manual</u> for more information. For information not available in the HCS manual, connect with your Office of Infectious Disease (OID) contract manager
- 6. HIV Statewide Data System All services funded through Ryan Part B, Ryan White Rebates or Title XIX must have client level data entered into the Provide<sup>TM</sup> Database System

## 7. HIV, HCV and STI Testing Services (removed if just a care contract)

- a. HIV testing services must follow DOH Non-Clinical Testing Guidance and CDC Guidance for HIV Non-Clinical testing.
- b. All DOH-funded HIV & STI testing data must be entered into EvaluationWeb unless written exception is approved. All testing data must be entered by the 10<sup>th</sup> of each month for tests conducted the month prior (eg: all tests conducted in January but be entered by February 10<sup>th</sup>).
- c. HCV testing must follow the Hep C Overview Implementation plan. For more information contact your contract manager.
- d. Monthly data collection for Hep C testing submitted to DOH as well as the appropriate surveillance reporting form if applicable. Please contact the DOH OID Integrated Testing Coordinator for more information.
- e. Any funds generated from payment for services should be reinvested with program intent.
- f. All testing contractors will have Quality Assurance plans outlining their testing programs on file with the Office of Infectious Disease. Please contact the DOH OID Integrated Testing Coordinator for more information.
- g. HIV test kits and controls should be procured through DOH.
- h. Hepatitis C test kits and controls should be procured through DOH approved sources. Please contact the DOH OID Integrated Testing Coordinator for more information.
- i. STI (GC/CT) test kits should be procured through PHSKC Lab and CDD.
- j. Contractor will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed for HIV, refusal by the client for confidential testing must be documented and permission by the client for conversion to confidential testing in the event of a reactive result must be obtained prior to the test being provided. Testing for infections other than HIV is not to be performed anonymously.
- k. In the event of a standalone HIV test, if STI testing is available at the agency, the reason for no accompanying STI test must be documented. If the agency does not offer STI and/or HCV testing, a referral for STI and/or HCV testing must be documented.
- 1. Contractor will ensure that staff are licensed and available to perform HIV, Syphilis and HCV testing, as appropriate, using capillary and venous draws. Chlamydia and Gonorrhea testing can be accomplished by using DOH-supported self-collection kits provided by PHSKC or another lab.
- m. HIV counseling/testing must be performed by personnel who have completed DOH-approved training. Staff providing STI testing services must also attend and complete any additional training as determined necessary by DOH.
- n. For contractors offering HCV testing services, contractor must complete the DOH HCV testing and education course and be approved by the Office of Infectious Disease before providing HCV screening services. Please contact the DOH OID Testing Coordinator for more information.
- o. Contractor shall report all reactive HIV, STI and HCV results to their LHJ as required by rule and in the manner prescribed by the local health jurisdictions.
- p. Contractor must report all reactive HIV and Hep C results to DOH using the Preliminary Positive Reporting Form (provided by DOH), or the electronic equivalent, in the manner prescribed by DOH. The information on this form allows DOH to determine whether the preliminary result is confirmed by subsequent testing and if the

- person diagnosed with HIV is linked to medical care and complete data entry in EvaluationWeb. Preliminary Positive Reports must be submitted to DOH directly, not to local public health departments.
- q. Persons with a reactive test result must be provided with partner services (PS) that follow current CDC and WA DOH guidelines for HIV/STI/HCV partner services. Contractors must refer people with reactive HIV/STI/HCV results to the local health jurisdiction for additional follow-up within 3 business days of a positive result. Please contact the DOH OID Testing Coordinator or your Local Health Jurisdiction for more information.
- r. Contractor is expected to screen a minimum of 85% of testing clients. Screeners should be conducted for the following: PrEP eligibility, behavioral health, social services, benefits navigation (PrEP or health insurance), and risk reduction interventions. Please reference FY23 HIV community Services Prevention Implementation Guidelines for additional details about screeners.

# 8. HIV Community Services – Prevention Programs

- a. HIV Community Services Prevention programs must follow FY22 HIV Community Services- Prevention Implementation Guidelines.
- b. All HIV Community Services Prevention data, including individual level navigation services, outreach activities, and condom distribution, should be tracked through Provide unless written exception is approved. All client-level data must be entered into Provide TM within three (3) days of service provision.
- c. HIV Community Services Prevention data elements should be collected by all agencies funded to provide HIV Community Services- Prevention activities. These data elements may be referenced in FY23 HIV Community Services- Prevention Guidelines.
- 9. Reporting Requirements Quarterly narrative reports are due on 25th of January, April, July, and October
- 10. Participation in Capacity Building and Technical Assistance Activities designed to increase efficacy of HIV Community Services
  - a. Capacity building is the process by which individuals and organizations obtain, improve, and retain the skills, knowledge, tools, equipment, and other resources needed to do their jobs competently. Opportunities for capacity building and technical assistance for subcontractors will be offered throughout the contract year by WA DOH and other regional or national capacity building organizations.

## 11. Participation in Ending the HIV Epidemic and End the Syndemic Planning & Activities (only for services in King county)

- a. Ending the HIV Epidemic: A Plan for America (EtHE) is a bold plan that aims to end the HIV epidemic in the United States by 2030. EHE is the operational plan developed by agencies across the U.S. Department of Health and Human Services (HHS) to pursue that goal. King County has been identified as one of the jurisdictions included in the ETE plan and Public Health Seattle & King County (PHSKC) is the lead agency in implementing this work. Subcontractors operating in King County will be expected to participate in ETE planning and activities in collaboration with PHSKC, as necessary, throughout the contract year.
- 12. Training requirements Reference the HCS Manual for more information
- 13. Participation in Washington Syndemic Planning Process Connect with your Office of Infectious Disease contract manager
- 14. Contract Management Reference the <u>HCS Manual</u> and HCS Fiscal Manual for more information
  - a. Fiscal Guidance
    - i) **Funding**—The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by July 31, 2023. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
    - ii) The CONTRACTOR agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.
    - iii) **Submission of Invoice Vouchers** On a monthly basis, the CONTRACTOR shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work. All A19-1A invoice vouchers must be submitted by the 25th of the following month.
    - iv) Advance Payments Prohibited Reference the <u>HCS Manual</u> for more information
    - v) Paver of Last Resort Reference the HCS Manual for more information
    - vi) Cost of Services Reference the HCS Manual for more information
    - vii) **Emergency Financial Assistance**—The CONTRACTOR shall not use contract funds to provide a parallel medication service to EIP. CONTRACTOR's providing case management services shall make every effort to enroll clients in EIP.

- viii) Payment of Cash or Checks to Clients Not Allowed Where direct provision of service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service (e.g., transportation), shall be used to meet the need for such services. CONTRACTOR shall administer voucher programs to assure that recipients cannot readily convert vouchers into cash.
- ix) Funds for Needle Exchange Programs Not Allowed CONTRACTOR shall not expend contract funds to support needle exchange programs using funds from HIV Community Services Tasks.
- x) **Supervision**, under DOH Community Programs contracts, will be understood as the delivery of a set of interrelated functions encompassing administrative, educational and supportive roles that work collectively to ensure clinical staff (i.e. case managers, navigators, coordinators, assistants, coaches) are equipped with the skills necessary to deliver competent and ethical services to clients that adhere to best practices within applicable fields as well as all relevant Statewide Standards. Supervisors must meet the criteria set forth within the WA State HIV Case Management Standards and provide the level of interaction and review detailed in that document.

It is the understanding of DOH that Supervision funded under the direct program portion of this contract include at minimum the provision of at least two of the three functions detailed here: administrative, educational or supportive supervision. Supervision that encompasses only administrative functions will not be considered billable under Direct Program. To that end, it is the expectation of DOH that those personnel identified as Supervisors have no more than one degree of separation from direct client care. Exceptions to this rule can be presented and considered to and by DOH Contract Management. It will fall to the requesting organization to satisfactorily demonstrate that any Supervisory positions falling within the scope of Direct Program are meeting the expectation of provision of educational or supportive supervision with the aim of directly impacting client experiences, quality of services, and adherence to best practices and Statewide Standards.

xi) Small and Attractive items – Each agency shall perform a risk assessment (both financial and operational) on the agency's assets to identify those assets that are particularly at risk or vulnerable to loss. Operational risks include risks associated with data security on mobile or portable computing devices that store or have access to state data. Assets so identified that fall below the state's capitalization policy are considered small and attractive assets. Agency shall develop written internal policies for managing small and attractive assets. Internal policies should take into consideration the Office of the Chief Information Officer (OCIO) IT Security Standard 141 Section 5.8 Mobile Computing and Section 8.3 Media Handling and Disposal at <a href="https://ocio.wa.gov/policies">https://ocio.wa.gov/policies</a>.

The agency shall implement specific measures to control small and attractive assets in order to minimize identified risks. Periodically, the agency should perform a follow up risk assessment to determine if the additional controls implemented are effective in managing the identified risks.

Agency must include, at a minimum, the following assets with unit costs of \$300 or more:

- 1) Laptops and Notebook Computers
- 2) Tablets and Smart Phones

Agencies must also include the following assets with unit costs of \$1,000 or more:

- 1) Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- 2) Cameras and Photographic Projection Equipment
- 3) Desktop Computers (PCs)
- 4) Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type)
- xii) **Food and Refreshments** Food and refreshments are not allowable direct costs, unless provided in conjunction with allowable meetings, whose primary purpose is the dissemination of technical information. Pre-approval is required when food and refreshments are purchased for these meetings. A sign in sheet with the clients' ID number from the DOH approved data system as well as an agenda is required in order to receive reimbursement for these charges.

Food for staff meetings/trainings is not allowable.

**PLEASE NOTE:** If meals/refreshments are purchased for lunch and learns or other allowable meetings, food can only be purchased for the clients only at per diem. Any expenses over per diem will be denied.

# b. Contract Modifications

- i. **Notice of Change in Services** The CONTRACTOR shall notify DOH program staff, within 45 days, if any situations arise that may impede implementation of the services contained in the statement of work. DOH and the CONTRACTOR will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of substantial noncompliance.
- ii. **Contract Amendments** Effective Date The CONTRACTOR shall not begin providing the services authorized by a contract amendment until the CONTRACTOR has received a signed, fully executed copy of the contract amendment from DOH.

## c. Subcontracting

i. This statement of work does not allow a CONTRACTOR to subcontract for services.

#### d. Written Agreements

- i. The CONTRACTOR should execute written agreements with the providers listed below to document how the providers' services and activities will be coordinated with funded Medical HIV Case Management services and activities:
  - a. Partner Counseling and Re-Linkage Services (PCRS)
  - b. HIV Testing Services
  - c. Medical Providers providing services to agency's medical case management clients
  - d. Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR

Technical assistance is available through DOH.

#### 15. Content Review and Website Disclaimer Notice)

In accordance with all federal guidance, contractors receiving funds through DOH will submit all proposed written materials requiring review for HIV-related scientific or medical accuracy including written materials, audio visual materials, and pictorials, including social marketing and advertising materials, educational materials, social media communications (e.g., Facebook, twitter) and other electronic communications, such as internet/webpages to the OID Content Review Committee. CONTRACTOR shall submit all materials to be reviewed for scientific or medical accuracy to:

Michael Barnes, Washington State Department of Health

PO Box 47841

Olympia, WA 98504-7841 Phone: 360-810-1880

Email: Michael.Barnes@doh.wa.gov

For social marketing campaigns and media strategies, please adhere to the program guidance on the review of HIV-related educational and informational materials for CDC assistance programs <a href="Program Guidance">Program Guidance</a> on the Review of HIV-related Educational and Informational Materials for CDC Assistance Programs

#### 16. Youth and Peer Outreach Workers

For purposes of this agreement, the term "youth" applies to persons under the age of 18. All programs, including subcontractors, using youth (either paid or volunteer) in program activities will use caution and judgment in the venues / situations where youth workers are placed. Agencies will give careful consideration to the age appropriateness of the activity or venue; will ensure that youth comply with all relevant laws and regulations regarding entrance into adult establishments and environments; and will implement appropriate safety protocols that include clear explanation of the appropriate laws and curfews and clearly delineate safe and appropriate participation of youth in program outreach activities.

## 17. Confidentiality Requirements – Reference the <u>HCS Manual</u> for more information

#### 18. Whistleblower

a. Whistleblower statue, 41 U.S.C. & 4712, applies to all employees working for CONTRACTOR, subcontractors, and subgrantees on federal grants and contracts. The statue (41 U.S.C. & 4712) states that an "employee of a CONTRACTOR, subcontractor, grantee, or subgrantee, may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by an agreement, policy, form, or condition of employment.

- b. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:
- c. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
- d. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and,
- e. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

#### 19. Allowable Costs

All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this statement of work.

For information in determining allowable costs, please reference OMB Circulars:

2 CFR200 (State, Local and Indian Tribal governments) at: <a href="https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards">https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards</a>

\*\*Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STI diagnosis and treatment. Please note that CONTRACTORs fit under the definition of "health care providers" and "individuals with knowledge of a person with a reportable disease or condition" in the WAC and RCW.

DOH statutory authority to have access to the confidential information or limited Dataset(s) identified in this agreement to the Information Recipient: RCW 43.70.050

Information Recipient's statutory authority to receive the confidential information or limited Dataset(s) identified in this Agreement: RCW 70.02.220 (7)

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine -

Effective January 1, 2022

**Local Health Jurisdiction Name:** <u>Kitsap Public Health District</u>

Contract Number: CLH31014

SOW Type: Revision	Revision # (for this SOW) 2	Funding Source    Federal Subrecipient	Federal Compliance (check if applicable)	Type of Payment ⊠ Reimbursement
Period of Performance: Ja	nuary 1, 2022 through June 30, 2024	State Other	FFATA (Transparency Act)  Research & Development	Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

**Revision Purpose:** Increase allocation for COVID vaccine depot work (Task 3D)

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	Ü	Current Allocation	Allocation Change Increase (+)	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	1,027,214	5,000	1,032,214
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						1,027,214	5,000	1,032,214

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline.  Example 1: Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<b>Example 2:</b> Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, nontraditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Mid-term written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Final written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	Between January 1, 2022 and June 30, 2022, perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.	<ul> <li>a. Complete a redistribution agreement.</li> <li>b. Report inventory reconciliation page.</li> <li>c. Report lost (expired, spoiled, wasted) vaccine to the IIS.</li> <li>d. Report transfer doses in the IIS and VaccineFinder.</li> <li>e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.</li> </ul>	<ul> <li>a. Complete by January 31 (if not previously submitted)</li> <li>b. Reconcile and submit inventory once monthly in the IIS.</li> <li>c. Report lost vaccine within 72 hours in the IIS.</li> <li>d. Update within 24 hours from when transfers occur.</li> <li>e. Download as needed (retain temperature data on site for 3 years)</li> </ul>	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends). Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines coadministered at the events. These activities may be done by the local health department or in collaboration with community partners. (see Restrictions on Funds below)	Quarterly reports summarizing quantity, type, and frequency of activities	March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity		Deliverables/Outcomes		Due Date/Time Frame	Payment Information and/or Amount
3.F	At the LHJ discretion, provide incentives to persons receiving	a.	LHJ Incentive Plan Proposal	a.	Prior to implementing	Reimbursement for actual
	COVID vaccine, adhering to LHJ Guidance for COVID	b.	Quarterly report that summarizes	b.	March 31, Annually	costs incurred, not to
	Initiatives Application requirements and allowable/unallowable		quantity of incentives purchased and		June 30, Annually	exceed total funding
	use of federal funds.		distributed		-	consideration amount.

## Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

# **Program Specific Requirements**

#### **Restrictions on Funds:**

Coverage of co-administration costs for other vaccines administered at vaccination events does NOT apply to the FEMA Mass Vaccination funding. Coverage of co-administration costs only applies to the vaccine funding (COVID19 Vaccine R4, MI 74310230) allocated for Task 3 of the consolidated contract. FEMA Mass Vaccination funding is only available to cover the costs for COVID vaccine administration and cannot be used for co-administration costs of other vaccines.

**DOH Program Name or Title:** <u>OI-Promotion of Immunizations to Improve</u>

Vaccination Rates - Effective July 1, 2022

Local Health Jurisdiction Name: Kitsap Public Health District

**Contract Number:** CLH31014

<b>SOW Type</b> : Original Revision # (for this SOW) 0	<b>Funding Source</b>	Federal Compliance	Type of Payment
	Federal Subrecipient	(check if applicable)	Reimbursement
Period of Performance: July 1, 2022 through June 30, 2023	State Other	FFATA (Transparency Act) Research & Development	Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates.

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	C	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY23 VFC Ops	74310222	93.268	333.93.26	07/01/22	06/30/23	0	16,134	16,134
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	16,134	16,134

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners. The proposal must meet guidelines outlined in the <i>Local Health Jurisdiction Funding Opportunity, Promotion of Immunizations to Increase Vaccination Rates</i> announcement.	Written proposal and a report that shows starting immunization rates for the target population	August 1, 2022	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.	Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	November 30, 2022 March 31, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3	Perform data collection necessary to enable a comparison of immunization rates from the start of the project.	Final written report, including a report showing ending immunization rates for the target population (template will be provided)	June 15, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

# Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

# **Program Specific Requirements**

Tasks in this statement of work may not be subcontracted without prior written approval from the Office of Immunization.

DOH Program Name or Title: Youth Cannabis & Commercial Tobacco Prevention

Program - Effective July 1, 2022

**Local Health Jurisdiction Name:** <u>Kitsap Public Health District</u>

Contract Number: CLH31014

**SOW Type**: Original Revision # (for this SOW)

Period of Performance: July 1, 2022 through December 31, 2022

Funding Source	Federal Compliance	Type of Payment	
	(check if applicable)	Reimbursement	
State	FFATA (Transparency Act)	☐ Fixed Price	
U Other	Research & Development		

**Statement of Work Purpose:** The purpose of this statement of work is to provide funding for cannabis & commercial tobacco (including vaping products) prevention and control activities as a regional contractor for the Youth Cannabis and Commercial Tobacco Prevention Program through four sources of funding: SFY23 Dedicated Cannabis Account, SFY23 Tobacco Prevention, SFY23 Youth Tobacco Vapor Products, and FFY22 Tobacco-Vap Prevention Component 1.

Note: Commercial tobacco includes any product that contains tobacco and/or nicotine, such as cigarettes, cigars, electronic cigarettes, hookah, pipes, smokeless tobacco, heated tobacco, and other oral nicotine products. Commercial tobacco does not include FDA-approved nicotine replacement therapies.

\*\* PLEASE NOTE: Due dates and allocations are for purposes of reflecting the total annual allocation and reporting for FFY22 and SFY23.

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	O	Current Allocation	Allocation Change Increase (+)	Total Allocation
SFY23 YOUTH TOBACCO VAPOR PRODUCTS	77410893	N/A	334.04.93	07/01/22	12/31/22	0	38,402	38,402
FFY22 TOBACCO-VAPE PREV COMP 1	77410212	93.387	333.93.38	04/29/22	12/31/22	0	24,482	24,482
SFY23 TOBACCO PREVENTION PROVISO	77410823	N/A	334.04.93	07/01/22	12/31/22	0	190,000	190,000
SFY23 DEDICATED CANNABIS ACCOUNT	77420823	N/A	334.04.93	07/01/22	12/31/22	0	247,509	247,509
						0	0	0
						0	0	0
TOTALS					0	500,393	500,393	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	DEVELOP NETWORK ANNUAL	Contractor will submit a work plan for 2022-2023 utilizing the template	45 days of contract	Funding utilized:
	WORK PLAN	provided by YCCTPP that addresses the four goals of the program and includes:	execution,	State (YTVP,
		Performance-based objectives that will be defined by the contractor and		Tobacco
		YCCTPP contract manager.		Prevention,
		Activities that utilize program strategies (defined into the YCCTPP)		Marijuana
		implementation guide), that will address the defined performance-based		Prevention and
		objectives and overarching goals, tied to a specific timeframe with		Education)
		identified timeline goals.		

				Payment
Task	Activity	Deliverables/Outcomes	Due Date/Time Frame	Information
#				and/or Amount
		<ul> <li>Funding must be dedicated to equitable policy, systems, environmental change in communities of higher need within the contractor's specified region, and if it is unclear a justification must be provided.</li> <li>The workplan must have a designated equity framework that will be utilized in <u>all</u> prevention efforts.</li> <li>This workplan will be created in collaboration with and approved by the YCCTPP Contract Manager.</li> </ul>		Reimbursement for actual expenditures, not to exceed total funding consideration. A19-1A invoice for YCCTPP
		<ul> <li>More details regarding the workplan requirements including the goals of the YCCTPP program, objectives, and strategies can be found in the YCCTPP Implementation guide.</li> <li>Note: Activities can be added to the tasks after workplan approval, the contractor should speak with their contract manager for approval.</li> </ul>		expenditures must continue to be submitted to the DOH Grants
2	NETWORK EQUITY ASSESSMENT	Contractor will complete an <u>initial</u> equity assessment provided by YCCTPP within their regional network that will be submitted to the YCCTPP contract manager <u>within 90 days of the workplan being completed</u> . The assessment will be continuously revised throughout the year based on the network's needs.	within 90 days of the workplan being completed	Management office per the consolidated contract.
3	ORGANIZATION AND NETWORK ADMINISTRATIVE PLAN	<ul> <li>Contractor will complete an administrative plan within 90 days of contract execution and submit any updates or changes on a quarterly basis, which will include:         <ul> <li>Most current job descriptions and contact information of the program facilitator that is responsible for the performance of the statement of work and relevant staff.</li> <li>Calendar of meetings, trainings, and professional development opportunities that the program administrator and relevant staff will participate in. All relevant staff are expected to participate in required conference calls (including kick off training, monthly check ins, YCCTPP program all contractors calls), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH. This is subject to change based on trainings and professional opportunities available.</li> <li>A list of all individuals/organizations that participate in the regional network that including contact information, a copy of a Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), or membership agreement, and the justification of their participation in the network.</li> <li>Required network sectors must have a representative for the grant to be considered in compliance. Sectors chosen and their levels of engagement will be determined with the contract manager and tailored to the region's needs. A complete list of network sectors will be provided in</li> </ul> </li> </ul>	90 days of contract execution	The expenditure worksheet in the YCCTPP budget workbook must be completed by the 30th of the month following the month in which costs were incurred.
		<ul> <li>the implementation guide.</li> <li>Network meeting schedule and supporting documentation regarding membership participation/engagement.</li> </ul>		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		A list of organizations and the contact information for the point person that are considered subcontractors.		
4	IMPLEMENT ANNUAL WORK PLAN AND REPORT PROGRESS	Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the <b>20</b> <sup>th</sup> <b>of each month.</b>	20 <sup>th</sup> of each month.	
		Contractor will share network process on a quarterly basis through electronic survey that focuses on successes and challenges of their network and the YCCTPP program.		
5	ASSESS PROGRAM IMPLEMENTATION	Contractor will create annual report based on monthly and quarterly reporting for their regional network due 30 days after the period of performance.  Report guidelines and expectations will be provided by DOH for more information.	Annual Report- 30 days after the period of performance	
		Contractor will participate in state evaluation of YCCTPP, their networks, and the Practice Collaborative.	Needs assessment- every 2 years.	
		Contractor will participate in region or population needs assessment every 2 years to update community/population data and needs.		
		Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program.		
6	: PREPARE AND MANAGE WORK PLAN	Contractor will submit work plan for 2022-2023 for all required tasks (listed in more detail within the table below) for commercial tobacco prevention within 45 days of the state contract execution (estimated start date of 7/1/22), utilizing template provided by YCCTPP that addresses the goals of the program as well as CDC grant requirements, which includes:  • A minimum of one activity per required task with performance-based objective that will be defined by the contractor and the YCCTPP Contract Manager during workplan development.  • The workplan plan must have a designated equity framework that will be utilized in all prevention efforts.  • Funding must be dedicated to supporting the regional/priority population through equitable policy, systems, and environmental change and if it is unclear, a justification must be provided.  This workplan will be created in collaboration with and approved by the YCCTPP Contract Manager. Note: Activities can be added after workplan approval, the contractor should speak with their YCCTPP contract manager for approval.	45 days of the state contract execution	Funding utilized: CDC  Reimbursement for actual expenditures, not to exceed total funding consideration. A19 invoice for YCCTPP expenditures must continue to be submitted to the DOH Grants Management office per the

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	IMPLEMENT WORK PLAN AND REPORT PROGRESS	Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the <b>20</b> <sup>th</sup> <b>of each month.</b> Contractor will share network process on quarterly basis through electronic survey that focuses on successes and challenges of their organization and YCCTPP program.	20 <sup>th</sup> of each month.	consolidated contract. The expenditure worksheet in the budget workbook must be completed by the
	ASSESS PROGRAM IMPLEMENTATION	Contractor will participate in statewide evaluation of YCCTPP, Practice Collaborative, and CDC-funded programs.  Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program.  Contractor will participate in community or population needs assessment every 2 years to update community/population data and needs.	Annual Report- 30 days after the period of performance  Needs assessment-every 2 years.	30th of the month following the month in which costs were incurred.
7	Policies, Systems & Environmental Work	Contractor will work to strengthen or defend existing policy, systems, or environmental change (ex: SIPP and VIPP laws).  Contractor will educate private and public organizations of current policies in place.  Contractor will work to establish new policy, systems or environmental change that is equitable.  Contractor will ensure that an existing policy, systems, or environmental change is properly implemented (including funding) and evaluated/monitored.	04/28/22 - 04/29/23	
	Education & Technical Assistance	Contractor will provide technical assistance regarding commercial tobacco (including e-cigarettes/vapor products) to community partners, and decision makers.  Contractor will host or speak at trainings or community events to education others regarding prevention and education for commercial tobacco to increase the knowledge skills, and abilities of network members, community partners, and other community stakeholders.  Contractor will disseminate resources (ex: TUDT) provided by YCCTPP and/or developed local to CBOs, centers, and networks supporting disparately affected communities that address emerging commercial tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed & equity-based.	04/28/22 - 04/29/23	
	Collaboration & Engagement	Contractor will collaborate with YCCTPP program partners and external organizations (CBOs, CPWI, TPWI, ACH, DFC, etc.) to support prevention efforts for the youth and their community.	04/28/22 - 04/29/23	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Contractor will educate individuals, public and private organizations on the value of YCCTPP, utilizing material provided by DOH or created by their own organization network or another YCCTPP contractor/network.		
		Contractor will educate adults who influence youth, such as parents, other family members, educators, clergy, coaches, etc.		
		Contractor will build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing.		
		Contractor will implement activities designed to prepare young people to make informed decisions, and lead change in their community.		
	Media & Communication	Contractor will plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national (ex: CDC Tips Campaign), statewide, and tailored media campaigns to prevent youth commercial tobacco initiation, and support cessation.	04/28/22 - 04/29/23	
		Contractor will promote Washington State Quitline and self-help options for TUDT, including 2Morrow Health App (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco.		
		Contractor will prepare (design, research, write, edit), get approval for, or distribute informational/educational materials in hard copy or online.		
		Contractor will plan, conduct, and document reach of various campaigns on various platforms (e.g., social media, point of purchase, movie theaters, radio, etc.).		

# Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

# **Program Specific Requirements**

#### A. For MI Codes 77410893, 77410823 & 77420823 To be in compliance with grant requirements, contractor will:

- 1. Hire and maintain program staff, which includes a minimum of one person (1.0 FTE) who is designated as the YCCTPP Region Network Facilitator. Additional staff to support workplan activities and completion of deliverables is allowed with approval of YCCTPP contract manager. See YCCTPP implementation guide for more information. The contractor shall ensure that DOH has the most current contact information of the person that is responsible for the performance of this statement of work.
- 2. Participate in required conference calls (including kick off training, monthly check ins, quarterly conference calls for the YCCTPP program), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH.
- 3. Submit an Annual Implementation Plan and Budget according to the deadlines in Section E below.
- 4. Submit an Organization and Network Equity Assessment according to the deadlines in Section E below.
- 5. Submit an Organization and Network Administrative Plan according to the deadlines in Section E below.
- 6. Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
- 7. Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YCCTPP Contractor.
- 8. Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
- 9. Have completed background checks and on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

# For MI Codes: <u>77410212</u>. To be in compliance with grant requirements, the contractor will:

- 1. Hire and maintain program staff, which includes at least .25 FTE (that can be split among two people). They shall ensure that DOH has the most current contact information of the local program administrator that is responsible for the performance of this statement of work.
- 2. Participate in required conference calls (including kick off training, monthly check ins, quarterly conference calls for the YCCTPP program), trainings, webinars, and inperson or virtual meetings for YCCTPP contractors according to the schedule provided by DOH.
- 3. Submit an Annual Budget according to the deadlines in Section E below.
- 4. Submit an Annual Workplan that is supplemental to the state contract, according to the deadlines in Section E below.
- 5. Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
- 6. Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YCCTPP Contractor.
- 7. Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
- 8. Have completed background checks and on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

# B. DOH will support Contractor by providing:

- 1. Timely communications regarding funding amounts and/or funding reductions.
- 2. An annual calendar of key events including required and optional trainings and other key dates.
- 3. Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
- 4. Templates for implementation plan, budget workbook, and reporting requirements.
- 5. Technical assistance on meeting project goals, objectives, and activities related to:
  - a. Adapting required and innovative activities to ensure they are culturally and linguistically appropriate evidence-based or evidence-informed, or promising programs.

- b. Developing and adapting project materials so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53.
- c. Providing relevant resources and training, as resources permit.
- d. Meeting performance measure, evaluation, and data collection requirements.
- e. Interpreting DOH guidelines, requirements, and expectations. This includes making determinations of whether CTPP funds may be used for activities and projects proposed by the Priority Population Contractor.

#### C. Program Administration:

- 1. The contractor shall perform the requirements and activities defined in this agreement and the YCCTPP Implementation Guide. At a minimum, program and fiscal performance will be monitored and evaluated monthly by the assigned DOH staff based on each contractor's Monthly Progress Report, and Monthly Expenditure Worksheet and A19 invoice. YCCTPP staff will also monitor and evaluate program performance during on-site visits [minimum one (1) per biennium] following requirements and protocols provided by YCCTPP.
- 2. The contractor shall provide DOH with the program administrator's name, address, telephone number, and any subsequent changes. This contract information will be kept in an internal DOH database, along with the same information of all staff supported in part/full with YCCTPP funds. Failure of the contractor to perform activities (including those subcontracted to other agencies or organizations) as described in the DOH-approved SOW included herein and subsequent amendments, and in accordance with DOH administrative and Contract Performance Policies, and with any applicable local, state, or federal law or regulation, may result in the reduction of funds, suspension of services, or the termination of this statement of work.
- 3. DOH reserves the right to determine the amount of any reduction, based on contractor's performance, and to unilaterally amend the contract to affect any reduction. Any reduction shall be based on a review of the contractor's expenditure patterns and actual performance.
- 4. Make reasonable efforts throughout the period of performance, to identify and leverage resources from private or public entities to support costs under this program.
- 5. The contractor's annual workplan and budget must be approved by YCCTPP contract manager prior to implementation. This includes execution of subcontracts within the community. Any changes to either the workplan or budget, must also be approved by the DOH contract manager prior to implementation.

#### **D.** Subcontractor Requirements:

- 1. When subcontracting with an organization that is leading regional efforts in one or more counties, the YCCTPP Contractor is <u>required</u> to include language in these contracts that reflects the following:
  - Submit monthly progress reports and invoices that reflect work performed and funding spent using tools provided by DOH or the YCCTPP Contractor. Monthly progress reports for subcontractors should be due by the 15<sup>th</sup> of each month.
- 2. When subcontracting with an organization to work directly with youth (ages 0-17), the YCCTPP Contractor is <u>required</u> to include language in these contracts that reflects the following:
  - Provide verification that background checks have been completed for any staff and volunteers who will work with youth(ages 0-17) and are on file.

# E. Required Plans and Reports

The contractor shall submit required reports by the date due using required forms according to procedures issued by DOH. These reports and their due dates shall include, but not be limited to:

	<u>Report</u>	<u>Date Due</u>
	. Submit an annual workplan and budget	Annually, no later than 45 calendar days after state contract execution (07/01/22). DOH approval will occur no later than two weeks after submission. Update as needed with contract manager approval.
		A19s and updated budget workbook due the 30 <sup>th</sup> of the month following the month in which costs are incurred.

		45 01 47
		Non-health departments (non-consolidated contracts):
		A-19 documents (PDFs) must be saved, signed and emailed with the following title format: A-19-Contract #-organization
		name- month-year.
3.	Final Expenditure Projections,	Year-end projections are due as follows: SFY23: May 10, 2023. An invoice must be submitted market FINAL INVOICE PROJECTION
	Report and Request for	
	Reimbursement (FY Closeout)	Final Expenditure Reports and invoices are due no later than July 14, 2023 for SFY and June 13, 20223 for FFY and must be marked FINAL INVOICE.
4.	Monthly Progress Report	The 20 <sup>th</sup> of the month following the month in which activities were performed. Monthly reports of work will report on overall progress of activities in a monthly survey provided by YCCTPP. All documents related to task activities will be attached. Subcontractor reporting should be submitted to the YCCTPP contractor by the 15 <sup>th</sup> of each month.
5.	Quarterly Progress Report	The 20 <sup>th</sup> of the of each month on a quarterly basis, starting September 2022 that focuses on narrative successes and challenges for each contractor. This report will be submitted in a survey provided by YCCTPP.
6.	SFY Only: Network Equity Assessment	Completed annually, no later than 90 calendar days after workplan approval.
7.	SFY Only: Organization and Network Administrative Plan	Completed no later than 90 calendar days after contract execution and updated quarterly after the fact.
8.	SFY Only: Annual Report	Completed no later than 30 calendar days after period of performance, utilizing a template provided by YCCTPP that includes data from monthly and quarterly reports.
9.	Assessment and Evaluation	Using a template provided by YCCTPP, complete project evaluation activities developed and coordinated by YCCTPP as requested. Additionally, utilizing data in monthly and quarterly progress reports, participate and support statewide evaluation efforts of CDC funds.

The YCCTPP contractor shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

## F. Payment

- 1. All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs in accordance with the YCCTPP Implementation Guide.
- 2. DOH will reimburse the contractor for actual allowable program costs. Billings for services on a monthly fraction of the budget will not be accepted or approved.
- 3. DOH shall pay the contractor all allowable costs incurred as evidenced by a proper invoice submitted to DOH on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as stated herein, or in subsequent amendments.
- **4.** DOH shall pay for costs under this statement of work up to a total not exceeding the total funding consideration amount. Costs allowable under this statement of work are based on DOH-approved budget for periods of performance: SFY July 1, 2022 June 30, 2023 & FFY April 29, 2022 April 28, 2023
- 5. Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Progress Report, Monthly Expenditure Report and Request for Reimbursement form (A19) according to Section E of this contract. If the Monthly Progress Report, Expenditure Report and/or Request for Reimbursement form (A19) are not completed within 60 days of the month when expenditures were incurred, DOH may withhold approval and payment, at its discretion, until the 30th of the month following submittal.
- **6.** Final expenditure projections must be submitted by the 14<sup>th</sup> of July for state funds and 13<sup>th</sup> of June for federal funds to allow DOH to appropriately accrue funds to make final payments.
- 7. The final Monthly Expenditure Report and Request for Reimbursement form must be submitted to DOH no later than 45 days following the end of the contract year in order to assure reimbursement of approved costs.
- **8.** Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be kept on file by the fiscal agent and made available upon request by DOH.

9. Submission of electronic reports, deliverables, and other invoice attachments are preferred; however hard copies are acceptable.

#### G. Evaluation of YCCTPP Contractor's Performance

The YCCTPP Contractor performance will be evaluated on the following:

- 1. Timely completion, submission and YCCTPP approval of proposed annual workplan and Annual Budget Tracking Tool (Budget Line Items, Summary Budget Projections, Budget Narrative) to their designated contract manager in accordance with YCCTPP guidance and requirements.
- 2. Submittal of an organizational and network equity assessment with YCCTPP guidance, requirements, and timelines.
- 3. Submittal of an organizational and network administrative plan with YCCTPP guidance, requirements, and timelines.
- 4. Submission of Electronic A19 Invoice and Financial Back-up Document to DOH Grants Management and the YCCTPP SharePoint by the due dates listed above.
- 5. Submission of monthly progress reports and quarterly reports by the due dates listed above.
- 6. Submission of annual report with YCCTPP guidance, requirements, and timelines.
- 7. Site visits per requirements and protocols provided by DOH/YCCTPP.

## H. Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

## Federal Funding Restrictions and Limitations:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Recipients may not use funds to purchase tobacco prevention curriculum for K-12 schools.
- Recipients may not use funds for tobacco compliance check inspections.
- Recipients may not use funds to pay for Synar or Federal Drug Administration (FDA) compliance monitoring.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- See Additional Requirements (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<a href="https://www.cdc.gov/grants/additionalrequirements/ar-35.html">https://www.cdc.gov/grants/additionalrequirements/ar-35.html</a>).

#### **Dedicated Cannabis Account Restrictions:**

Recipients may not use funds for clinical care.

- Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual. Recipients may not use funds to buy cannabis products or paraphernalia used in the consumption and/or use of cannabis products.
- Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
- Recipients may not use funding for construction or other capital expenditures.
- The contractor must comply with DOH YCCTPP guidance on food, incentives and use of DOH logo outlined in the YCCTPP Tailored Implementation Guide, and should not exceed federal per diem rates.
- Reimbursement of pre-award costs is not allowed.

# Please see YCCTPP Implementation Guide for further restricts on each funding stream.

#### I. Program Manual, Handbook, Policy References

Meet requirements outlined in the Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP) Implementation Guide.

#### **Special References**

As a provision of Dedicated Cannabis Account (RCW 69.50.540) DOH shall fund a grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth.

As a provision of the Youth Tobacco and Vapor Product Prevention Account, (<u>RCW 70.155.120</u>) DOH shall, within up to seventy percent of available funds, provide grants to local health departments or other local community agencies to develop and implement coordinated tobacco and vapor product intervention strategies to prevent and reduce the use of tobacco and vapor products by youth.

As a provision of the 2022 Operating Budget, (<u>ESSB5693</u>) funds are provided solely for tobacco, vapor product, and nicotine control, cessation, treatment and prevention, and other substance use prevention and education, with an emphasis on community-based strategies. These strategies must include programs that consider the disparate impacts of nicotine addiction on specific populations, including youth and racial or other disparities.